

February 22, 2016

TO: ALL POTENTIAL OFFERORS

RE: RFP 4993-0-2016SH-Urban Design & Planning Services (IDIQ), Addendum 2

Due: March 3, 2016 at 2:00 p.m. Eastern Daylight Time

The above referenced RFP is hereby amended and clarified to include the following revisions to the solicitation documents:

A. Clarifications: In the Section II of the RFP delete the Schedule of Events and insert the following:

Schedule of Events:

Event	Date
RFP Issued	February 12, 2016
Pre-proposal	March 1, 2016
Question 3 Deadline	March 1, 2016
Addendum 3 Issued	March 4, 2016
Question 4 Deadline	March 7, 2016
Addendum 4 Issued	March 11, 2016
Proposals Due	March 21, 2016
Oral Presentations	Week of March 28-29, 2016
Negotiations	Week of April 11-18, 2016
Intent to Award posted	April 29, 2016
Contract begins	July 1, 2016

Insurance:

Insurance Requirements/Indemnification:

The Consultant shall defend indemnify and save harmless the City of Norfolk, Virginia and its representatives from and against losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise, brought or recovered against the City or its representatives by reason of any negligent act or omission of the Consultant, and, or the Consultant's agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of any claim or suit.

Consultant shall maintain during the term of the Agreement insurance of the types and in the amounts described below. Insurance shall be written on an approved ISO form for coverage in the



Commonwealth of Virginia. All general liability and automobile/vehicle liability policies will be written in an "occurrence" form unless otherwise specifically approved by the City, and the City, its officers, employees, agents and representatives will be included as "Additional Insured" on such policies. All insurance policies affected by the Agreement shall be primary and noncontributory to any other insurance or self-insurance maintained by the City. Insurance policies shall provide that the Consultant will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If the Consultant fails to maintain the insurance as set forth in the Agreement, the City shall have the right, but not the obligation, to purchase such insurance at Consultant's expense

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and shall cover liability arising from premises, operations, independent Consultants, products-completed operations, personal injury and liability assumed under insured contract. Umbrella or Excess liability insurance may be used to provide these limits.

PROFESSIONAL/ERRORS & OMISSIONS LIABILITY INSURANCE protecting the Consultant against legal liability as a result of alleged negligence or errors and omissions, including personal injury, which may arise from the performance of the Consultant's duties and obligations under this contract whether such operations be by the Consultant, the Consultant's staff, or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows: not less than \$1,000,000 each occurrence, \$2,000,000 aggregate.

WORKER'S COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE as required by Commonwealth of Virginia statutes, and Employer's Liability Insurance. The limits of such insurance shall be at least \$500,000 per accident/disease, and policy limit of \$500,000.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than \$2,000,000 combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance shall cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and shall include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

PRIVACY AND BREACH OF INFORMATION LIABILITY INSURANCE shall be maintained if the Consultant's work in this agreement will involve access or solicitation of sensitive information such as third-parties' individual names, addresses, wage/salary information, Social Security numbers, medical status, etc. Such insurance shall protect the Consultant against legal liability brought by third parties alleging one or more of the following actions arising from work performed while providing services in the performance of this contract.

- a. Dissemination of Information in Violation of Right of Privacy
- b. Collecting Information in Violation of Right of Privacy
- c. Theft and use of Information in Violation of Right of Privacy



R2: Can do private work as long as no conflict w/City work and provide advance notice to PM

Q3: It is our assumption that you expect the lead firm to propose with a team of professionals/subcontractors that can, as a team, perform the range of work requested, correct?

R3: Team approach is preferred

All other provisions of the RFP shall remain unchanged. The provisions, herein, shall become part of the RFP package, and offeror shall acknowledge receipt of the addendum by signing in the space provided below and returning it with your proposal.

Signature:		
	(Offeror)	

Sincerely,

Silvester A. Howell Procurement Specialist